

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

RESOLUTION NO. 2017-070

**RESOLUTION APPROVING CONTRACT FOR TIFFANY CARTER SELLERS
TO SERVE AS THE CHIEF JUDGE FOR THE MUNICIPAL COURT OF THE
CITY OF SOUTH FULTON, SETTING COMPENSATION; AND FOR OTHER
PURPOSES.**

WHEREAS, the City of South Fulton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with providing public services to local residents; and

WHEREAS, on September 19, 2017, the City Council confirmed by adoption of Resolution No. 2017-050 the Mayor's nomination of Tiffany Carter Sellers for the position of Chief Judge of the Municipal Court;

WHEREAS, Section 5.11(c) of the City Charter provides that the position of the Chief Judge shall not be a full-time position and the person serving as chief judge may engage in the private practice of law; and

WHEREAS, Section 5.11(c) of the City Charter provides that compensation of the Chief Judge shall be fixed by the City Council; and

WHEREAS, the City is authorized under City Charter Section 1.12(b)(7) and 3.10(e) to enter into contracts and agreements with private persons, firms, and corporations necessary for the proper administration of the affairs of the City; and

WHEREAS, the Mayor is authorized under City Charter Section 3.22(b)(4) to sign written and approved contracts and any necessary attendant documents thereof for the benefit of the City; and

WHEREAS, the City Council finds the Agreement with Tiffany Carter Sellers to serve as Chief Judge (the "Agreement," attached to this Resolution and incorporated herein) to be reasonable and in the best interests of the City and its resident;

**THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE
CITY OF SOUTH FULTON, GEORGIA, AS FOLLOWS:**

1. **Recitals** – The aforesaid recitals are not mere recitals, but are material portions of this Resolution;
2. **Compensation** – The City Council approves the Agreement, and from October 1, 2017 through December 31, 2017, approves the annual base salary of Ninety-

Two Thousand Five Hundred Dollars and No Cents (\$92,500) for the Chief Judge of the Municipal Court to be paid in accordance with all terms of the Agreement, which is attached as Exhibit A. Beginning in January 1, 2018 and subject to annual appropriations in the City Budget which may be modified by the City Council, the City Council approves the annual base salary of Eight-Five Thousand Two Hundred and Fifty Dollars and No Cents (\$85,250) for the Chief Judge of the Municipal Court to be paid in accordance with all terms of the Agreement.

3. **Approval of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution including, but not limited to, the Agreement. The City Clerk is authorized to execute, attest to, and seal any document that may be necessary to effectuate this Resolution including, but not limited to, the Agreement, subject to approval as to form by the City Attorney.
4. **Severability.** To the extent, any portion of this Resolution is declared invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.
5. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
6. **Effective Date.** This Resolution shall take effect immediately.

The foregoing Resolution No. **2017-070** adopted on **November 14, 2017**, was offered by Councilmember **Willis**, who moved its approval. The motion was seconded by Councilmember **Gilyard** and being put to a vote, the result was as follows:

	AYE	NAY
William "Bill" Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____✓_____	_____
Carmalitha Lizandra Gumbs	_____✓_____	_____
Helen Zenobia Willis	_____✓_____	_____
Gertrude Naeema Gilyard	_____✓_____	_____
Rosie Jackson	_____✓_____	_____
khalid kamau	_____✓_____	_____
Mark Baker	_____✓_____	_____

THIS RESOLUTION adopted this **14th** day of **November 2017**.

CITY OF SOUTH FULTON, GEORGIA



WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:



MARK MASSEY, CITY CLERK



APPROVED AS TO FORM:



JOSH BELINFANTE, INTERIM CITY ATTORNEY

AGREEMENT

This Agreement, entered into this 14 ^{November} ~~October~~, 2017, between the City of South Fulton, Georgia (hereinafter referred to as the "City"), and Tiffany Carter Sellers (hereinafter referred to as "Sellers" or "Chief Judge"), to provide for the engagement of Sellers as an independent contractor to serve as Chief Judge of the Municipal Court for the City of South Fulton, and to set forth the terms and conditions of the Agreement, including the mutual obligations, rights and duties of each party.

In consideration of the mutual promises as set forth in this Agreement, the City and Sellers agree as follows:

SECTION 1: DUTIES.

The City agrees to engage Sellers as an independent contractor to serve as Chief Judge of the Municipal Court for the City of South Fulton and to perform the functions and duties as specified in Article V of the City of South Fulton Charter and the Code of the City of South Fulton, Georgia, as may be amended from time to time.

SECTION 2: TERM.

This Agreement shall become effective as of 12:01 a.m. on the 20th day of September, 2017, and shall continue through December 31, 2021, coincident with the term of the Mayor as prescribed by Section 5.11(d) of the City Charter. The Chief Judge may resign her position with the City upon giving forty-five (45) days written notice in advance, unless the parties otherwise agree. The City may terminate this Agreement

and remove the Chief Judge from her position for cause in accordance with Section 5.11(d) of the City Charter.

SECTION 3: PAYMENT FOR SERVICES RENDERED

A. Payment for Services Rendered in September through December 31, 2017.

The City agrees to pay the Chief Judge for her services rendered from October 1, 2017 through December 31, 2017 in equal monthly installments of Seven Thousand Seven Hundred Eight Dollars and Thirty-Three Cents (\$7,708.33) on the first business day of each month. The City further agrees to pay the Chief Judge for her services rendered from September 20, 2017 through September 30, 2017 at the rate of Two Thousand, Five Hundred Sixty-Nine Dollars and Forty-Four Cents (\$2,569.44) within 48 hours of the execution of this agreement. Moreover, the City agrees to make the October 2017 payment for services within 48 hours of the execution of this agreement. Payment should be made electronically, via electronic funds transfer, direct deposit or any other electronic means, except for the payment for services rendered in September and October 2017, which may be made by check. This compensation is effective as of the effective date of this Agreement.

B. Payment for Services Rendered Beginning January 1, 2018.

Beginning January 1, 2018, the City agrees to pay the Chief Judge for her services rendered at the rate of an annual base salary of Eighty-Five Thousand Two Hundred and Fifty Dollars and No Cents (\$85,250) payable in twelve (12) equal monthly installments of Seven Thousand One Hundred and Four Dollars and Seventeen Cents (\$7,104.17) on the first business day of each month. Payment is subject to annual appropriations in the

City Budget and compensation for the Chief Judge may be modified by the City Council in accordance with Section 5.11(c) of the City Charter.

SECTION 4: HOURS OF WORK AND BENEFITS.

The position of Chief Judge of the Municipal Court for the City of South Fulton is a part-time position pursuant to Section 5.11(c) of the City Charter. The Chief Judge shall work the number of hours reasonably required to discharge the duties and responsibilities of Chief Judge of the Municipal Court for the City of South Fulton, but no less than 25 hours per week, except that the City agrees to allow the Chief Judge a maximum of three (3) weeks of personal time off annually.

As an independent contractor, the Chief Judge shall not be entitled to any overtime pay or compensatory time off for any hours worked in excess of forty (40) hours per week. The Chief Judge shall not be entitled to any benefits pursuant to her position with the City. The Chief Judge shall be exempt from the provisions of the Fair Labor Standards Act. The Chief Judge may engage in the private practice of law.

SECTION 5: PROFESSIONAL DUES.

The City agrees to budget and to pay the professional dues of the Chief Judge necessary for her participation in associations and organizations approved by City Council.

SECTION 6: PROFESSIONAL DEVELOPMENT.

A. The City agrees to budget and to pay the travel and subsistence expenses of the Chief Judge for professional and official travel (other than daily commuting), meetings, and occasions adequate to continue the

professional development of the Chief Judge, including but not limited to, professional conferences.

B. The City Council also agrees to budget and to pay for the travel and subsistence expenses of the Chief Judge for short courses, institutes, and seminars that are necessary for her professional development and for the good of the City, as determined by the City Council in its discretion.

SECTION 7: INDEMNIFICATION.

The City shall defend, save harmless, and indemnify the Chief Judge against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties as Chief Judge of the Municipal Court, to the same extent the Mayor and members of the City Council are so covered and indemnified. The City and its insurer will have the right to compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION 8: BONDING.

The City shall bear the full cost of any fidelity or other bonds required of the Chief Judge under any law or ordinance.

SECTION 9: OTHER TERMS AND CONDITIONS OF SERVICE.

A. The City Council, in consultation with the Chief Judge, shall fix any such other terms and conditions of her continued service as Chief Judge, as it may determine from time to time, relating to the performance of the Chief Judge, provided such terms and conditions are not inconsistent with or in

conflict with the provisions of the Agreement, the City Charter, or any other law.

B. As an independent contractor, the Chief Judge will hold responsibility for all applicable federal and state taxes.

SECTION 10: CIVIL CLUB.

The City may pay the actual expense of the Chief Judge to belong to a civil organization within the City of South Fulton **as it relates to her judicial responsibilities.**

SECTION 11: GENERAL PROVISIONS.

A. The text herein shall constitute the entire agreement between the parties. All prior representations or statements are void.

B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portions thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of South Fulton has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by the City Clerk and the Chief Judge, has signed and executed this Agreement, both in duplicate, the day and year first above written.

Date: 11/14/2017

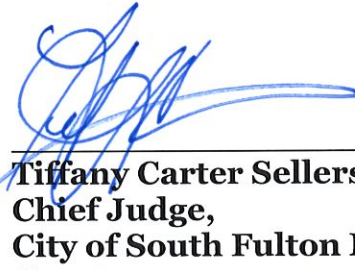
CITY OF SOUTH FULTON

By: 
William "Bill" Edwards, Mayor

ATTEST:


Mark Massey, City Clerk




Tiffany Carter Sellers
Chief Judge,
City of South Fulton Municipal
Court

APPROVED AS TO FORM:


Josh Belinfante, Interim City Attorney

ITEM #: Reg 2017-070 RM 11/14/2017
REGULAR MEETING